


Invitation to Bid

LSUHSC-SHREVEPORT			BIDS WILL BE PUBLICLY OPENED:	
<p>VENDOR NO. : SOLICITATION : 005529 OPENING DATE : 05/20/2010</p>			<p>May 20,2010</p>	<p>02:00 PM</p>
<p>Furnish-Install Nurse Call Sys</p>		<p>Return Bid in Envelope/Labels Provided to: Purchasing Department PO Box 33932 Shreveport LA 71130</p>		
		<p>BUYER : Pickens, Marianne BUYER PHONE : 318/675-5212 DATE ISSUED : 05/05/2010 REQ. NO : FISCAL YEAR : 0</p>		
<p>INSTRUCTIONS TO BIDDERS</p> <ol style="list-style-type: none">1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.2. FILL IN ALL BLANK SPACES.3. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.5. SPECIFY YOUR PAYMENT TERMS: . CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS				
<p>BY SIGNING THIS BID, THE BIDDER CERTIFIES:</p> <ul style="list-style-type: none">* THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA).* THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED.* THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.				
<p>THE BIDDER FURTHER CERTIFIES:</p> <ul style="list-style-type: none">* COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS.* THIS BID IS MADE WITHOUT COLLUSION OR FRAUD.* THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID.* THAT IF MY BID IS ACCEPTED WITHIN _____ DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION).* DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER.				
VENDOR PHONE NUMBER:		TITLE	DATE	
FAX NUMBER:				
SIGNATURE OF AUTHORIZED BIDDER (MUST BE SIGNED)		NAME OF BIDDER (TYPED OR PRINTED)		

Invitation to Bid

STANDARD TERMS & CONDITIONS	Page 2 of 6
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<ol style="list-style-type: none"> 6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE 7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN THE SPECIAL ENVELOPE, OR USE BID LABEL IF FURNISHED FOR THAT PURPOSE. IN THE EVENT YOUR BID CONTAINS BULKY SUBJECT MATERIAL, THE SPECIAL BID ENVELOPE SHOULD BE FIRMLY AFFIXED TO THE MAILING ENVELOPE. 8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION. 9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31). 10. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE. 11. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. 12. STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION. 13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED. 14. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED. 15. AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES. 16. PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, 	

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<p>BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>17.DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>18.TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> <p>19.NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>20.CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>21.DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE AN OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>22.ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPEICAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>23.APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>24.EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR A OTHER NON-MERIT FACTOR.</p> <p>25.SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>26.IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR,</p>	

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<p>OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>27. INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.</p> <p>28. ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES ACCEPTANCE ON THE PART OF LSUHSC.</p> <p>29. ADHERENCE TO JCAHO STANDARDS: WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION.</p> <p>30. PREFERENCE: IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____ SPECIFY THE LINE NUMBER (S) _____ SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED _____ (NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.) DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE? YES _____ NO _____ IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS? YES _____ NO _____ FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.</p> <p>31. SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <p>31.1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR</p> <p>31.2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR</p> <p>31.3. AN INDIVIDUAL LISTED ON THE STATE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO EXECUTE BIDS. BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.</p>	

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<p>Compliance with Louisiana Act 113 of 1964 as amended: Licensed contractors may obtain plans and specifications at the Purchasing Office, LSU Health Sciences Center in Shreveport, LA. Any contractor submitting a bid of fifty thousand dollars (\$50,000) or more shall certify that he is licensed under Louisiana Act 113 of 1964 as amended, and shall show his license number on the bid form and on the outside of the envelope in which the bid is submitted.</p>	

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PRICE SHEET		Page 6 of 6			
NUMBER : 005529		BIDDER:			
OPEN DATE : 05/20/2010		TIME: 02:00 PM			
UNLESS SPECIFIED ELSEWHERE SHIP TO:					
Line No.	Description			Unit Price	Extended Amount
1	<p>Furnish and install Nurse Call System for LDR rooms on 4K, per attached specifications.</p> <p>Specify brand, model bid(if applicable)</p> <p>_____</p>	1.00	LOT		

SPECIFICATIONS

**Louisiana State University Health Sciences Center
Nurse Call System for LDR rooms on 4K
Shreveport, Louisiana
April 2010**

1.0 **Description of Work:** Contractor shall provide and install a complete and functioning voice over IP based nurse call system, at Louisiana State University Health Sciences Center, School of Medicine in Shreveport per these specifications. The supplier shall furnish and install all necessary hardware, cabling, and software necessary for a complete functional system

2.0 **Location of Work:** Location of work is in the 4th floor K wing, LSU Health Sciences Center, Kings Highway at Linwood, off of Woodrow Street, Shreveport, Louisiana.

3.0 **Inspection of Site:** All bidders may visit the site, verify all existing and planned utilities and familiarize themselves with the working conditions, hazards, actual formations and local requirements involved. All proposals shall take these existing conditions into consideration and the lack of specific information or minor variances shall not relieve the Supplier of any responsibility. Arrangements for site visit will be made by Gerald Messina, 318-675-6333

4.0 **Staging and Material Storage:** A site for material staging will not be available to the Supplier.

5.0 **Submittals (information to be submitted with Bid):** Each bidder shall include with his proposal, brochures, cut sheets, details, or other technical information which indicate the materials proposed to be furnished meet or exceed the requirements of this specification. Submitted data shall be limited to that specifically required for this project; do not include extraneous products, manufacturer's full line catalog, etc. Data to be submitted under this requirement shall be bound in booklet form.

6.0 **Nurse Call System**

6.1 The bid system will be compliant with all applicable codes and standards, to include, but not limited to, NFPA 99, NFPA 101, and The American Institute of Architects Academy of Architecture for Health "Guidelines for Design and Construction of Hospital and Health Care Facilities" and be UL listed

6.2 Equipment or components, which do not provide the performance and features required by these specifications, are not acceptable, regardless of manufacturer.

6.3 The system shall comply in all respects with the requirements of the specifications, manufacturer's recommendations and Underwriters Laboratory Inc. (UL) Listings.

6.4 The bid system will interface with and connect to the systems installed in Emergency Medicine and 2G.

6.5 The bid system will have the ability to upgrade to all of the functions provided in the systems installed in Emergency Medicine and 2G.

6.6 LSUHSC-Shreveport will provide back boxes, conduit to hallways, and power where required.

6.7 The bid system will have full duplex audio and be a supervised audio-visual Voice over IP based system.

6.8 Upon completion of this work, LSUHSC-Shreveport will be provided with complete information and drawings describing and depicting the entire system, as installed, including all information necessary for maintaining, troubleshooting, and or expanding the system at a future date, and complete documentation of system testing.

6.9 All equipment and components shall be the manufacturer's current model. The materials, appliances, equipment, and devices shall be tested and listed by a nationally recognized approval agency for use as part of a nurse call system. The manufacturer's representative shall be responsible for the satisfactory installation of the complete system.

6.10 The system shall be network-based and incorporate decentralized, distributed intelligence architecture. This intelligent architecture shall be built on an IP (Internet Protocol) network. The system shall allow both data and voice to be distributed over a common network infrastructure, which is consistent with the communications industry. Communication devices on the network will utilize standards based protocols. Each System shall be capable of supporting in excess of 500 Patient Stations (>1,000 beds) and 5,000 Peripheral Stations. The System shall support networking of up to three systems of this size to a single integrated platform for:

- Wireless communications system(s)
- Reporting Database
- ADT Integration
- Wireless Locating
- Electronic Whiteboard
- PC Staff Console applications
- Patient/Staff Assignments
- Automatic/Manual Messaging

6.11 The system shall consist of

- Staff consoles and annunciator panels with touch screens
- Station gateways
- Ethernet switches/powered distribution hubs
- Single or dual patient stations, as required
- Configurable single gang push/pull type peripheral devices
- 1,2, and 4 sectioned LED corridor lights
- Configurable software
- Bed interface device
- Network bridge and configuration software

All equipment and components shall be the Manufacturer's current model. The materials, appliances, equipment and devices shall be tested and listed by a nationally recognized approval agency for use as part of an audio-visual Voice Over IP-based Nurse Call System. The authorized Representative of the Manufacturer shall be responsible for the satisfactory installation of the complete System.

All Annunciators, Staff Consoles, IP Switches, Station Gateways, Telephone Gateways, IP Devices, Patient Stations, Dome Lights, and Peripheral Devices shall be provided by the same System Supplier, and shall be designed and tested to ensure that the System operates as specified. All equipment and components shall be installed in strict compliance with the Manufacturer's recommendations.

6.12 System integration capabilities

The bid system will have the ability to upgrade to the following capabilities:

- Any brand of in-building wireless telephone system
- Any brand of pocket paging system
- Hospital data gathering and reporting software
- Staff locating systems, wireless call cords, CCTV switching controls, and door access controls
- Patient-to-staff assignments, wandering patient alarm systems, bed exit and/or fall prevention alarm systems, and patient equipment calls
- Marquee display panels, PC monitors, and large screen monitors such as Flat Panel LCD or Plasma displays

6.13 Patient Stations

- Shall be equipped with three call buttons and a cancel button.
- Will have a built in speaker and microphone
- Will have a pillow speaker connector
- Will have at least two (2) ¼ "auxiliary input for use with call cords or device monitoring inputs
- Will be provided with one push button call cord
- Stations shall provide four buttons that are field configurable allowing LSUHSC to define call priorities without ordering custom units.
- Patient stations, that are compatible with the bid system, shall have the ability to accept bed interface receptacles.
- Removal of the pillow speaker, bed interface, call cord, or auxiliary input shall generate a cord out call
- Patient stations must provide the ability to intentionally remove a device (call cord, pillow speaker, bed interface, auxiliary cord) without placing a call to the system.
- Stations must provide a cleaning mode to allow housekeeping to clean the station surface without generating a call to the system. Activating cleaning mode shall temporarily disable the front panel buttons for a configurable period of time
- Patient stations shall be configurable for custom call types without ordering custom devices.
- Patient stations will have separate speaker and microphone in order to support full duplex audio.
- Patient stations will have status LED's to indicate station call and station status
- Patient stations will be "hot swappable" and not require a system shut-down or removal of power for replacement
- Volume levels for each patient station will be adjustable on a station-by-station basis.
- All patient stations will be supervised
- Patient stations will provide on board lighting to provide visibility in dark rooms.

6.14 Staff, Duty Stations

- The successful vendor will furnish and install a minimum of two (2) staff stations, the location on the unit to be determined.
- The staff, duty station shall be identical in operation to the patient stations with
- The exception of the call cord, pillow speaker, and auxiliary inputs.
- Staff/Duty Station features shall be identical in operation to the Patient Station with the exception of the call cord, pillow speaker, and bed interface receptacles.
- Annunciation tones at Staff/Duty Stations must be identical to the tones generated by the Staff Console for each priority to clearly identify call types. Systems having duty tones that are not identical to tones generated by the Staff Console shall not be accepted.

6.15 Peripheral Stations

- Peripheral Stations are addressable initiating devices that provide patient room call-for-assistance indication to the patient-staff communications system. When a Peripheral Station is activated, visual indication of the call displays at the dome light associated with the patient room, and an appropriate call indication registers on the staff console, as well as on any installed annunciators.
- Each room shall be capable of supporting more than nine Peripheral Stations. These stations shall be configurable to generate any level of call supported by the system configuration. Examples of Peripheral Stations are: Lavatory, Shower, Staff Emergency, Remote Cancel, Housekeeping, Code Blue, Code Pink, Urgent, Family Call, Staff Normal, Manual Presence, Auxiliary Inputs, etc.
- Pushbutton/Pull Cord Stations shall be field configurable to allow one, two, or three pushbuttons, with or without a pull cord.
- Call type/priority for each pushbutton or pull cord shall be programmable in system programming to annunciate the Owner-determined call type. The physical device button label shall be replaceable to match the specified call type/priority.
- Peripheral Stations shall provide on-board lighting for visibility in dark rooms.
- Peripheral Stations shall require only two wires for installation.
- Peripheral Stations shall support the reuse of existing wiring.
- Each Peripheral Station button shall have a dedicated LED to indicate that the button has been pressed or is actively indicating a call.
- All Peripheral Stations shall have the ability to be individually numbered to represent a separate and distinct location, even stations that are in the same daisy chain.
- Peripheral Stations shall not require any screws to be removed for maintenance personnel to remove the station.
- Peripheral Stations shall NOT have DIP switches that require manual setting by field personnel. Each station shall have a preconfigured identification number that specifies the station type automatically. Stations utilizing DIP switches shall not be considered.

- Peripheral Stations shall be hot swappable and not require system shutdown or removal of power prior to replacement.
- Peripheral Station pull cords shall be made of a non-contaminant material to reduce the spread of nosocomial infections. Pull cords made of cotton or other absorbent materials will not be accepted.
- Peripheral Stations shall provide a cleaning mode to allow housekeeping to clean station surfaces without generating false calls. Activating cleaning mode shall temporarily disable front panel buttons for a configurable period of time.
- All Peripheral Stations must be fully supervised.

6.16 Corridor Lights

- Corridor (dome) and zone lights provide bright, easy-to-see visual annunciation that speeds response time and increases caregiver efficiency. These devices are typically installed in corridors and outside patient rooms to provide staff with a visual cue as to the origin of a call placed on the system.
- Corridor (dome) lights operate in a similar fashion to annunciator panels or staff consoles: the light color and flash rate indicates the type and priority of the call. Models are available with one, two, or four sections.
- Each Corridor Light shall utilize Light Emitting Diodes (LED) for displaying colors. Corridor Lights utilizing incandescent bulbs shall not be accepted.
- Corridor and Zone Lights shall be available in one, two, or four sections.
- To maintain aesthetics, reduce obstruction, and limit risk of damage to devices, the maximum size of each Corridor Light shall not be greater than 5 inches in length, nor shall it protrude more than 3.5" from the mounted surface.
- Each Corridor Light section shall be capable of indicating in excess of six Owner-selected configurable colors. Corridor Lights requiring more than four sections to provide this many colors shall not be acceptable.
- To allow for maximum flexibility, the Corridor Light shall be configurable via programming to allow multiple sections of a single light to illuminate and/or flash the same color for higher priority calls.

- Corridor Lights shall be able to match any existing Corridor Light schemes via programming. Systems with corridor light schemes that are not able to match existing systems will not be accepted.
- Any corridor lights requiring the replacement of filter caps or lenses to obtain facility-requested corridor light colors for any priority shall not be accepted.
- Corridor Light shall provide a diagnostic indication of room status to prevent maintenance personnel from disrupting patients.

6.17 Staff Consoles

- The Staff Console is a primary point of contact among users of the system. It operates as both a user interface and a communications device that sends and receives data and audio signals over the IP network.
- As a user interface, the Staff Console graphically displays incoming calls from stations and connected healthcare equipment, and provides a means for the operator to prioritize and respond to selected events. As an audio device, it provides audible signaling functions and facilitates two-way full-duplex staff/patient and staff/staff communications.
- The Staff Console shall provide visual identification of the calling station(s) by room number, bed identification, priority, station type or call type. Staff Console audible annunciation shall indicate priority level. Incoming calls shall be displayed on the color display in the colors for their associated priority levels.
- The Staff Console shall be IP-based, utilizing Voice over IP technology.
- The Staff Console shall have a 5.7" backlit color touch LCD screen.
- The touch screen shall utilize programmable soft keys as opposed to a mechanical dial/touchpad.
- Staff Console display shall provide an adjustable tilt mechanism for viewing clarity.
- Intercom audio between the Staff Console and any station in the System shall be full duplex. Systems utilizing one-way (half-duplex) audio shall not be accepted.
- The Staff Console shall connect to the nurse call LAN/WAN utilizing CAT5/5e/6 cable and powered Ethernet. No separate power supply or wiring shall be used.
- The call pending screen on the Staff Console shall allow six calls to be visible at a time and provide a simple scrolling function to view additional calls when more than six pending calls are present.

- The Staff Console shall have the ability to "automatically select" incoming calls in order of priority, or to allow the user to select what call to answer from the pending calls list.
- The user shall have the ability to adjust the volume of the Staff Console incoming call tones.
- The Staff Console shall be able to call other Staff Consoles on the same network. Staff Console to Staff Console audio shall be full VoIP, full duplex.
- Staff Consoles shall have the ability to adjust talk and listen volume levels via easy-to-use controls. These settings shall be adjustable on a room-by-room basis. Systems using group or zone-wide audio adjustments shall not be accepted.

6.18 Switches and Gateways

- All control equipment shall be IP-based, utilizing IP Switches and gateways for connection to room devices. These devices shall make up a UL 1069 Listed Nurse Call LAN/WAN. The controller equipment shall mount in a standard 19" rack to be shared with the facility's IT equipment or shall mount in an independent rack. The IP switches and gateways shall have power supplies to support all field devices internally. Systems using a proprietary enclosure/card cage for central equipment and/or requiring power supplies apart from the control equipment shall not be accepted.
- IP Switches shall be networked, allowing all units/floors of a facility to connect as a single System. Each nurse call system shall connect to the hospital's network via a software bridge that isolates the hospital network from the nurse call network to maintain UL requirements. This connection to provide connectivity to supplemental features such as display screens, an ADT system, wireless telephones, pocket pagers, wireless Voice over IP devices, and a reporting database.

6.19 Single Call Cords

Provide call cords as required, minimum of one per bed location. The call cord shall have a heavy duty, molded, 1/4" connector, a flexible PVC jacketed cable, and a molded, flame retardant, ABS switch housing. The switch shall be the momentary contact type. The cord shall be 10 feet in length, have an integrated sheet clip, and be suitable for ethylene oxide sterilization.

6.20 Air Bulb Call Cords

Provide 5 each air bulb call cords for use by patients who must remain distant from electrical fixtures. The air bulb call cord shall have a heavy duty, molded, combination 1/4" connector/air pressure sensitive switch. The "cord" shall consist of 10 feet of flexible tubing terminated with an air bulb, have an integrated sheet clip, be suitable for use in oxygen atmospheres, and be suitable for ethylene oxide sterilization.

7.0 **Adjustment and Certification:** The successful vendor will assemble, calibrate, and verify all system functions. The vendor will also place the equipment in the appropriate rooms and ensure proper system operation. The equipment will not be accepted and approved for payment until the using department and Biomedical Engineering are satisfied with the operation and installation.

8.0 **Codes and Regulations:** All work shall be performed in full accordance with applicable local and state regulations. All equipment and installation shall conform to the recommendations of the National Fire Protection Association (NFPA), including the National Electrical Code (NEC). No departures from specification requirements will be permitted without written approval. The Supplier shall use good safety practices while working. All equipment and procedures shall conform to OSHA, NEMA, and ANSI Standards. Conform also with the Standard Building Code and the Standard Mechanical Code, if applicable.

9.0 **Workmanship:** All work shall be accomplished in a workmanlike manner and accepted industry practices shall be observed. Only service engineers that have been factory trained on the bid equipment shall install and repair this equipment. The successful vendor shall be able to provide, within 48 hours of request, documentation of the service engineers training.

10.0 **Cleaning:** Supplier shall maintain neat and orderly work areas and shall clean area of debris and rubbish and dispose of waste materials per hospital policies.

11.0 **Existing Defects:** Supplier shall report to Owner any existing defects as they may be discovered.

12.0 **Service Documentation:** The successful vendor will provide two (2) sets of complete service documentation, to include all schematics, parts breakdown and identification, block diagrams, troubleshooting guides, and any other documentation provided to the vendor's service engineers. The vendor will also provide any service passwords, keys, access codes and any special tools, not available from common vendors, that are required to perform routine maintenance, repairs, and preventative maintenance inspections. The successful vendor will provide, at no charge, any and all software updates, upgrades, and patches for the life of the machine at LSUHSC.

13.0 **Time for Completion:** Time for completion of all work shall be **45** calendar days from date Purchase Order is received, with the exception as indicated for installation by Owner. Coordination with construction work may be required and delivery may need to be delayed at the direction of the Owner.

14.0 **Warranty:** Provide one year full parts and labor warranty, not to include consumables. This warranty will cover all parts, labor and travel. This warranty is to include one periodic maintenance inspections to be performed within the last 60 days of warranty coverage. When notified of required warranty service, service personnel will be on-site within 8 hours of notification. Service calls will be accepted 24 hours per day 7 days per week. Actual coverage hours for repair and PM will be Monday through Friday, 8 AM to 5 PM, CST.

15.0 **Application Training:** The successful vendor will provide 48 hours of applications training prior to the use of the bid equipment. This 48 hours will cover training sessions for all shifts.

**** EXHIBIT A ****

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). **"Claims Made" form is unacceptable.**
2. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions. At the option of the Agency, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers.

- b. The Contractor's insurance shall be primary insurance as respects the Agency, its officers, officials, employees, Boards and Commissions or volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Agency.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers' compensation coverage only.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

INDEMNIFICATION AGREEMENT

The _____ agrees to protect, defend, indemnify,
save and hold

Contractor/Subcontractor

harmless the University, State of Louisiana, all State Departments, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of _____, its agents, servants, and _____ employees or any and all costs,

Contractor/Subcontractor

expense and/or attorney fees incurred by _____, as a result of any

Contractor/Subcontractor

claims demands and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the University, State of Louisiana, all State Departments, Boards, Commissions, its agents, representatives, and/or employees.

_____ agrees to investigate, handle, respond to,

Contractor/Subcontractor

provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted by _____

Company Name

Signature _____

Title _____

Date Accepted _____

Is Certificate of Insurance Attached ____ Yes ____ No

Contract No. _____ for _____

Louisiana State University & A & M College

PURPOSE OF CONTRACT: _____

BUSINESS ASSOCIATE AGREEMENT

On this _____ day of _____, 200__, the undersigned, **LSUHSC-S** ("Covered Entity") and _____ ("Business Associate") have entered into this "Business Associate Agreement" ("Agreement") for the purposes herein set forth.

1. Business Associate Relationship

- (a) Covered Entity and Business Associate are parties to a Contract (the "Contract"), and, in connection with that Contract, Covered Entity may disclose to Business Associate certain information ("Protected Health Information" as further defined below) that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended from time to time, and pursuant to the provisions of HIPAA ("HIPAA Regulations"), Business Associate must, as a condition of doing business with Covered Entity, agree in writing to certain mandatory provisions regarding, among other things, the use and disclosure of Protected Health Information (herein "PHI").
- (b) Covered Entity is bound by the regulations implementing the Health Insurance Portability and Accountability Act of 1996, P. L. 104-191 ("HIPAA"), 45 C.F.R. Parts 160 and 164 ("the Privacy Rule"). The intent and purpose of this Agreement is to comply with the requirements of the Privacy Rule, including, but not limited to, the Business Associate contract requirements at 45 C.F.R. § 164.502(e) and 164.504(e).
- (c) In the performance of this Agreement, Business Associate is performing functions on behalf of Covered Entity, which meet the definition of "Business Associate Activities" in 45 C.F.R. § 160.103, and therefore Business Associate is a "Business Associate" of Covered Entity.
- (d) In order for Business Associate to perform its obligations under the Contract, Covered Entity must disclose to Business Associate certain Protected Health Information (as defined in 45 C.F. R. §164.501) that is subject to protection under HIPAA and the Privacy Rule.

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, and in furtherance of the mutual intent of the parties to comply with the requirements of the Privacy Rule, the parties agree as follows:

2. Definitions

- (a) Protected Health Information. "Protected Health Information" shall have the meaning found in 45 C.F.R. § 164.501, limited to the information

created or received by Business Associate from or on behalf of Covered Entity. "Protected Health Information" may also be referred to as "PHI".

- (b) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Terms used in this Agreement, but not otherwise defined herein, shall have the same meaning as in the Privacy Rule.

3. Obligations and Activities of Business Associate

- (a) Business Associate agrees not to use or otherwise disclose PHI (as defined in 45 CFR § 164.504) it receives from Covered Entity for any purpose other than for the purpose(s) stated in this Agreement.
- (b) Business Associate agrees to implement and maintain, and by this Agreement warrants that it has implemented such safeguards as are necessary to ensure that the PHI disclosed by Covered Entity to Business Associate is not used or disclosed by Business Associate, except as provided in the Contract.
- (c) Business Associate agrees to mitigate, to the extent practicable and unless otherwise requested by Covered Entity in writing, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI in violation of this Agreement.
- (d) Business Associate agrees to promptly report to Covered Entity any use or disclosure of the PHI of which Business Associate becomes aware that is not provided for or permitted in the Contract. Business Associate shall permit Covered Entity to investigate any such report and to examine Business Associate's premises, records and practices.
- (e) If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree to the same restrictions and conditions that apply to the Business Associate under this Agreement. To the extent permitted by law, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions.
- (f) Business Associate agrees to provide access, at the request of Covered Entity, and in a prompt and timely manner, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements of 45 C.F.R. § 164.524.

- (g) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual.
- (h) Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a prompt and timely manner or as designated by the Secretary, for purposes of determining Covered Entity's compliance with the Privacy Rule.
- (i) Business Associate agrees to document such disclosures of PHI as would be required for Covered Entity to respond timely to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (j) Business Associate agrees that, in requesting PHI from Covered Entity, and in using or disclosing PHI to others, only the Minimum Necessary information shall be requested, used or disclosed.

4. Permitted Uses and Disclosures by Business Associate

- (a) Except as otherwise prohibited by law or limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity or the Privacy Rule, including, but not limited to the following:
 - (1) Use or disclose PHI for proper management and administration or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. Entities to which Business Associate discloses PHI for the purpose of management and administration of the Business Associate shall be deemed "agents" or "subcontractors" of Business Associate, within the meaning of Section 3(e) of this Agreement.

- (2) Use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e) (2) (i) (B).

5. Obligations of Covered Entity

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Business Associate acknowledges that it has received a copy of Covered Entity's Notice of Privacy Practices, and agrees to comply with all limitations on use and disclosure of PHI contained therein.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (c) Covered Entity shall notify Business Associate of any changes in Covered Entity's Notice of Privacy Practices.

6. Term and Termination of Agreement

- (a) Term. The Term of this Agreement shall be effective as of the date of execution by the last party executing same, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Notwithstanding any other provisions of this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate of the terms of this Agreement, Covered Entity shall either:
 - (1) Provide an opportunity for Business Associate to cure the breach. Covered Entity may terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - (2) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

- (3) If neither termination nor cure is feasible in the sole discretion of Covered Entity, Covered Entity shall report the violation to the Secretary.

(c) Effect of Termination.

- (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall not retain copies of any PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate.
- (2) In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall notify Covered Entity of this determination and its reasons. If Covered Entity agrees that return or destruction of PHI is not feasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures, for so long as Business Associate maintains such PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate.

7. Miscellaneous

- (a) Regulatory References. Any reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- (b) Formal Amendment and Deemed Amendment. The Parties agree to take such action as is necessary to formally amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191. Regardless of the execution of a formal amendment of this Agreement, the Agreement shall be deemed amended to permit the Covered Entity to comply with HIPAA and the Privacy Rule, as the same may be hereafter amended or interpreted.
- (c) Survival. The respective rights and obligations of Business Associate under Section 6 (c) of this Agreement entitled "Effect of Termination" shall survive the termination of this Agreement and/or the Contract.
- (d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

- (e) Material Breach of Agreement as Breach of Contract. Any material breach of this Agreement by Business Associate shall constitute a material breach of the Contract, and shall entitle Covered Entity to any of the remedies provided in the Contract, in addition to the remedies provided herein.
- (f) Provisions of Agreement to Control. In the event of any conflict between the provisions of this Agreement and any of the other provisions of the Contract, the provisions of this Agreement shall control.
- (g) Ownership of PHI. The PHI to which Business Associate, or any agent or subcontractor of Business Associate has access under this Agreement and/or the Contract shall be and remain the property of Covered Entity.
- (h) Indemnification and Contribution. Each party to this Agreement shall indemnify and hold the other harmless from any and all claims, liability, damages, costs and expenses, including attorney's fees and costs of defense and attorney's fees, resulting from the action or omission of the other party. In the event that any liability, damages, costs and expenses arise as a result of the actions or omissions of both parties, each party shall bear such proportion of such liability, damages, costs and expenses as are attributable to the acts or omissions of such party.
- (i) Injunctive Relief. Notwithstanding any rights or remedies provided for in this Agreement, Covered Entity retains all rights to seek injunctive relief to prevent or stop the inappropriate use or disclosure of PHI directly or indirectly by Business Associate, or any agent or subcontractor of Business Associate.
- (j) Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement or in connection with any of its provisions, the prevailing party shall be entitled to an award for the attorney's fees and costs incurred therein in addition to any other right of recovery.
- (k) Severability. If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that, if any such provision is held to be illegal, invalid or unenforceable, there will be substituted in lieu thereof a provision as similar in terms to such provision as is possible which is legal, valid and enforceable.
- (l) Waiver of Provisions. Failure by either party at any time to enforce or require the strict performance of any of the terms and conditions of this Agreement shall not constitute a waiver of such terms or conditions or modify such provision or in any manner render it unenforceable as to any

other time or as to any other occurrence. Any specific waiver by either party of any of the terms and conditions of this Agreement shall be considered a one-time event and shall not constitute a continuing waiver. Neither a waiver nor any failure to enforce shall in any way affect or impair the terms or conditions of this Agreement or the right of either party to avail itself of its remedies.

- (m) Choice of Law. To the extent not preempted by HIPAA or the Privacy Rule, the Laws of the State of Louisiana shall govern this Agreement.
- (n) Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and will be deemed to have been given when actually delivered (by whatever means) to the party designated to receive such notice, or on the next business day following the day sent by overnight courier, or on the third (3rd) business day after the same is sent by certified United States mail, postage and charges prepaid, directed to the addresses noted below, or to such other or additional address as any party might designate by written notice to the other party, whichever is earlier.

Notices required by this Agreement shall be sent as follows:

Covered Entity:
LSU Health Sciences Center
ATTN: Compliance Department
1501 Kings Highway
Shreveport, LA 71103

Business Associate:

THUS DONE AND SIGNED on the date first written above:

LSU Health Sciences Center:

By: Jeffrey L. Hartgrove, C.P.M.
Title: Director of Purchasing
And Materials Management

By:
Title: